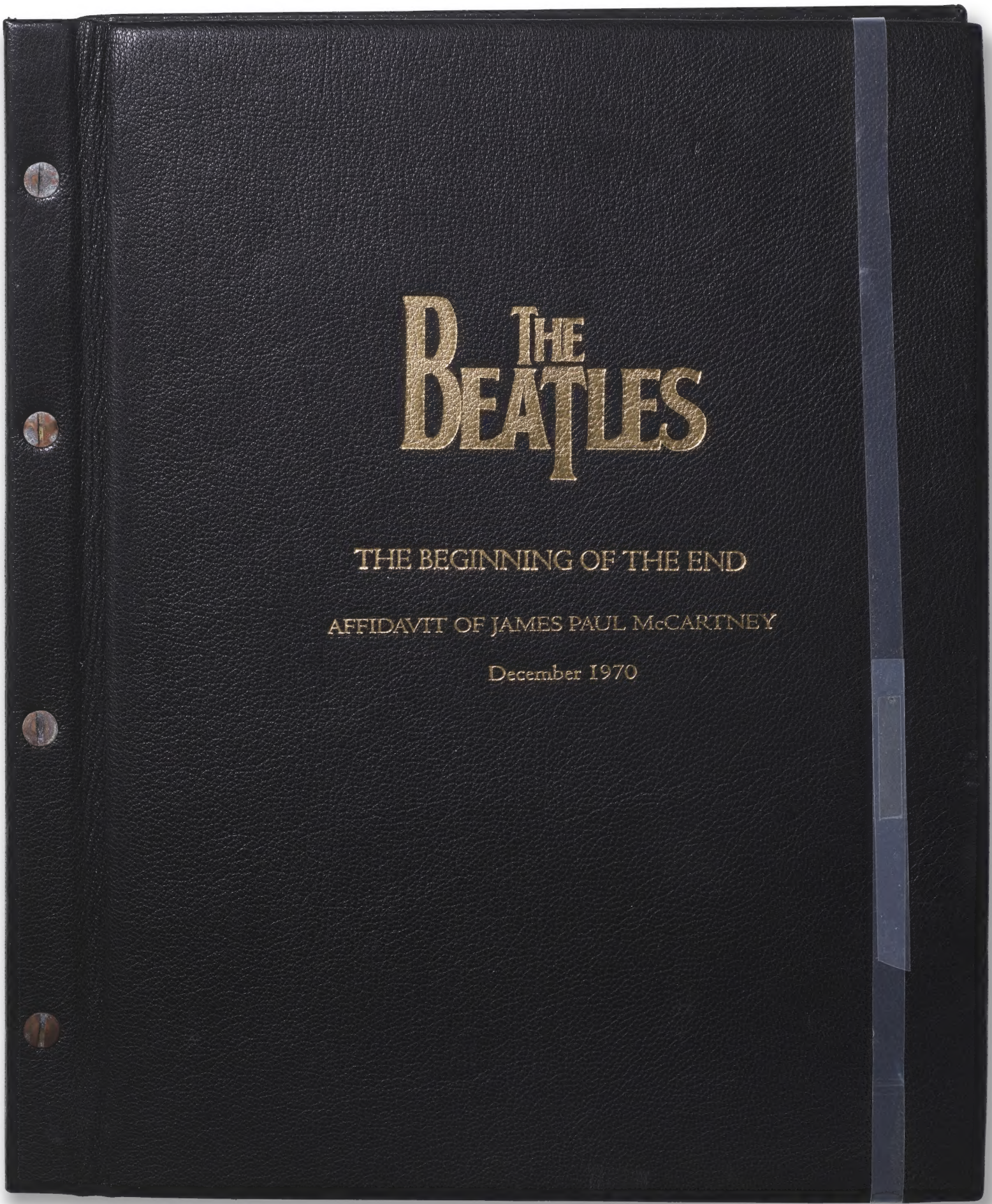
THE BEATLES
THE BEGINNING OF THE END
AFFIDAVIT OF JAMES PAUL McCARTNEY
December 1970

1970 No. 6315

IN THE HIGH COURT OF JUSTICE

CHANCERY DIVISION

GROUP B

JAMES PAUL McCARTNEY Plaintiff

- v -

LENNON & OTHERS Defendants

AFFIDAVIT of JAMES PAUL McCARTNEY

SWORN the day of December, 1970

FILED the day of December, 1970

on behalf of the Plaintiff

Ashurst Morris Crisp & Co.
17 Throgmorton Avenue
London, E.C.2.

Solicitors to the Plaintiff

IN THE HIGH COURT OF JUSTICE 1970 M. No. 6315

CHANCERY DIVISION

GROUP B

B E T W E E N:

JAMES PAUL McCARTNEY Plaintiff

and

JOHN ONO LENNON, GEORGE HARRISON

RICHARD STARKEY and

APPLE CORPS LIMITED Defendants

I, James Paul McCartney of 7 Cavendish Avenue, London N.W.8, the above-named plaintiff, make oath and say as follows :-

1. By a Writ of Summons issued out of this Court on December 1970 I have applied to the Court for a decree of dissolution of the partnership between me and the defendants. The partnership was formerly constituted between us for the purpose of performing in various branches of the entertainment industry as a group of musicians known as "The Beatles". By a Deed of Partnership made on 19th April 1967 between the defendants and myself the defendant company was admitted as a partner in the partnership business previously carried on by the individual defendants (to whom I shall refer by their first names or collectively as 'the other three') and myself. Thereafter the defendants and I carried on business as "Beatles and Co.' A true copy of the Deed is now produced and shown to me marked 'J.P.M. 1'. The name of The Beatles Limited was later changed first to Apple Music Limited on 17th November 1967 and then on 12th January 1968 to Apple Corps Limited (hereinafter called 'Apple').

2. I have been driven to make this application because (a) The Beatles have long since ceased to perform as a group, (b) the defendants have sought to impose upon me a manager who is unacceptable to me, (c) my artistic freedom is liable to be interfered with so long as the partnership continues, and (d) no partnership accounts have been prepared since the Deed of Partnership was entered into.

3. Until 1965 the group enjoyed increasing success on tour, culminating in audiences of over 50,000. But in that year we decided to stop touring and make records instead. Whilst we had been touring the relationship between us was very close, both at work and socially, As soon as the touring period ceased, we began to drift apart socially. The drift became more marked after the death on 27th August 1967 of Brian Epstein who had been our manager since the formation of the group in Liverpool. Brian ran the group, being trusted by all four. We always left all our business matters and tax planning to him and advisers selected by him.

4. In the winter of 1966/67 we made a trip to India. At about that time various tax problems arose. In consequence of these the Deed of Partnership was entered into. Since the Deed of Partnership was signed, our only activities as a group have been :

(a) the recording of a single record called "Hey Jude/ Revolution" released in August, 1968;

(b) the recording of a double album known as the "White Album" released in November 1968;

(c) the recording in the winter and spring of 1969 of the album called "Let it Be" which was released in May 1970; and

(d) the recording in the late spring and early summer of 1969 of the album called "Abbey Road", which was finally released in September, 1969 before "Let it Be".

It is therefore over 18 months since we last recorded together.

5. During the making of the "White Album" Richard Starkey (whom I shall call Ringo) announced that he was leaving the group, saying that he was "not getting through" to the rest of us. He came back after two days. At this stage none of us wanted the Beatles to finish, but we were becoming musically less compatible and were beginning to drift apart. Each began to look to his own interests rather than those of the Group. Musical differences became more marked, particularly between myself and John. He and I had been the principal collaborators in writing the songs. By the time that "Abbey Road" was recorded we were openly critical of each other's music, and he was no longer interested in the performance of songs which he had not written himself.

6. During the recording of the music for a film called "Let it Be" (then planned as an album called "Get Back") George had a row with the rest of us about the performance of songs, as a result of which he walked out. We next saw him a few days afterwards at a meeting in Ringo's house when he told us he was leaving the group. He later agreed to continue at least until the recording was finished.

7. During the early part of 1969 John and Yoko had launched various ventures separate from the Beatles, including "Plastic Ono" and other recordings, picture exhibitions and personal appearances. John told the rest of us at the end of January 1969 that Allen Klein was to be his new business manager, and suggested that we as a group should employ him. At about this time against the wishes of the other three I left a meeting which was attended also by Klein.

I believe that the meeting went on until about 2 a.m. and resulted in some sort of arrangement being made between the other three and Klein. Thereafter the other three told me that they could go ahead without me. George and Ringo also became keen on the idea. I was not keen. I distrusted Klein in view of his bad reputation and wanted the New York law firm called Eastman and Eastman to represent me because, quite apart from the fact that John Eastman is my brother-in-law, I trusted him. This was the first time in the history of the Beatles that a possible irreconcilable difference had appeared between us. Hitherto we had always decided matters unanimously after appropriate discussion. I was most anxious not to stand out against the wishes of the other three except on proper grounds. I therefore thought it right to take part in discussions concerning the possible appointment of Klein, though I did not in the least want him as my Manager.

8. At a meeting with Klein and the other three on 1st February 1969, Klein promised, among other things, to secure full and detailed accounts with respect to the Beatles' affairs. He promised a statement of the financial affairs of the Beatles shortly, and undertook as his very first task to show that he could do the job of putting the accounts in order. But to this day I still have not seen any accounts. There are now produced and shown to me marked 'J.P.M.2' a bundle of letters or copy letters between my American attornies and the defendants or Klein or their accountants in course of which information about the affairs of the partnership of Beatles & Co. and Apple have been demanded without avail.

9. There were meetings with Klein at the end of January and beginning of February 1969 in which, seeing my hesitations, Klein who was by then acting as manager though without an agreement, said that I could have 30 lawyers and as long as I wanted to verify his proposals. Matters came to a head on about Wednesday 7th May 1969 when without any previous warning to me there was a meeting with Counsel at which a proposed agreement was discussed, and Counsel explained the terms to the other three and myself. Later Klein joined the meeting and certain changes in the draft agreement were made and accepted by Klein. I said that I wanted a lawyer of my own to vet any agreement and reminded Klein of his promise that I could have my own lawyers and ample time. I had in mind that all the lawyers so far concerned had previously acted for Klein.

10. On Friday 9th May 1969 it became clear to me that the other three had already signed the agreement on the previous day without my knowledge, and that it was going to be ratified later that day. That evening I met the other three and Klein and Peter Howard (then of Joynson-Hicks & Co.) at a recording studio. I said, "You know that you have outvoted me". I told them that I wanted at least until Sunday (11th May 1969) to think it over. The other three said that if they wanted the agreement they were entitled to have it. John told me that I was always stalling and that I had already had two days to think it over. Klein said that he wanted the agreement at once so that he could put it before his board. He left that evening by plane. A copy of the Agreement as signed by the other three is now produced and shown to me marked 'J.P.M.3'. I have never signed or ratified it. I have never accepted Klein either as my manager or as manager of the Beatles.

had been delaying everything for weeks

11. During the summer of 1969 there were numerous meetings, devoted particularly to the negotiations concerned with Northern Songs Limited and Triumph Investment Trust Limited. I attended most of the meetings and was trying to give Klein the benefit of the considerable doubt I had about him, whilst making it clear that I did not want him as a manager. My attitude was that I did not wish or intend to have Klein as manager, but I did want above all else to keep the Beatles together. As time went on I grew increasingly to distrust Klein on the grounds of his proneness to boast about his ability to make spectacular deals which he proved unable to fulfil; his tendency to sow discord between us individually, by playing one off against the other; his untruthfulness; and his unscrupulous efforts to hold himself out as my manager and gain commission in other fields not covered by his "agreement".

12. There is now produced and shown to me marked 'J.P.M. 4' a copy of an article about Klein from the issue dated 29th November 1969 of a periodical called 'Rolling Stone' which is the most reliable publication of its kind in the United States. Klein is reported as saying that I had 'okayed' the statement that John Eastman had been "out since May", and that I agreed that if Klein wanted 40% he should be given it. Neither assertion is true.

13. In September 1969 I was still keen that the Beatles should continue as a group. I therefore proposed that we should get the group together again, and play live before small audiences. Ringo agreed with this proposal and George was non-committal. Later at a meeting John said: "I think you're daft. Look, I might as well

tell you, I'm leaving the group. I wasn't going to tell you till after the Capitol deal. When I told Allen (Klein) last night he said I was not to. I've had enough. I want a divorce, like my divorce from Cynthia (formerly his wife). It's given me a great feeling of freedom." He then said in effect that our recording activities had come full circle, because the photograph on our very first album was almost exactly similar to the photograph then planned for the album called "Get Back". The rest of us were shocked by this announcement: I certainly had not thought along these lines at that stage. But we all agreed that it would be best that nobody should know that the group was finished.

14. The Capitol deal was signed in September 1969 shortly after the withdrawal of John. We all treated the group as finished at that stage, although I think that all of us (except possibly John) expected that we would come together again one day. We told Klein that it seemed a "tricky" agreement to enter into, as we would not be making any more records together. But Klein said that there was no objection to entering into the agreement. I was reluctant to enter into the Capitol deal since it had been negotiated by Klein.

15. The idea that I should also leave the Beatles gradually formed in my mind during the early part of 1970, when I was making a record of my own. During this period I telephoned John and told him that I was leaving the Beatles too, to which he replied, "Good ! That makes two of us who have accepted it mentally." I also told him in the same conversation that I was handing over all my business arrangements to Eastman and Eastman (John Eastman's firm). My intention was hardened by the treatment which I received from Klein in relation to the release date of my own record, and the alterations to "Let it Be" hereinafter referred to.

16. In March 1970 I telephoned Apple's offices and spoke to Neil Aspinall and Jack Oliver about the release date. They asked me to postpone it for a week

from 10th to 17th April 1970 so as not to clash with an impending new record by Ringo. I am informed by John Eastman and believe that on 25th March 1970 he attended a meeting at the offices of EMI and found that Klein without reference to me had stopped my album on 20th March 1970. On learning this I telephoned George who said that he was not stopping it, and this he agreed to confirm by telegram. On 27th March 1970 George sent a telegram to this effect to the other two and me and also to Klein with a copy to Apple. I passed on the telegram to EMI. On 30th March 1970 Klein however went back on the telegram on the grounds that he had now fixed the release date for "Let it Be" in April 1970. Instead he offered me 4th June 1970 as a release date for my record. I telephoned to the offices of United Artists, and spoke to David Picker, President of United Artists, and was told that there was no release date yet fixed for "Let it Be", since no agreement in relation to it had ever been signed.

17. At this stage I was disputing the deal which Klein had made in relation to "Let it Be". Ringo told me that if I would agree to the "Let it Be" deal, they would let my album come out. I rejected this suggestion. At this stage also Ringo visited me, bringing two letters signed by George and John with which he said he agreed. These letters confirmed that my record had been stopped. In an angry conversation Ringo suggested that my record was not really ready for release, and I told him that Klein had no release date for "Let it Be" from United Artists. After telling Ringo how furious I was with the other three for impeding the release of my record, I told him to get out. He appeared shaken, and I believe that shortly afterwards

Peter Howard telephoned EMI and gave Apple's consent to the record being released on 17th April 1970 as it eventually was.

18. I received the acetate copy of "Let it Be" in late March or early April 1970, accompanied by a letter from Phil Spector whom Klein had engaged to re-mix the album, saying that if I wanted any alterations I should say so. I found that in the recording of my song "The Long and Winding Road" Spector had not only "mixed" the recording, but had added strings, voices, horns and drums, and had changed the recording of my other songs considerably. This had never happened before and I regarded this as an intolerable interference with my work. I therefore telephoned Spector but was unable to contact him. I then telephoned the other three who had approved the changes. On 14th April 1970 I wrote a letter to Klein. The letters referred to by paragraphs 17 and 18 are now produced and shown to me marked 'J.P.M. 5'. Although in my opinion there would have been enough time to have made the required alterations, none were in fact made.

used to happen in earlier days.

19. By letter dated 7th April 1970 I was asked by Peter Howard of ABKCO Industries Inc. to attend a board meeting of Apple Films Limited to discuss the contracts for the film "Let it Be". The four Beatles starred in this film, and I have never transferred any rights in the film to Apple Films Limited or anyone else. Films are of course outside the scope of the partnership agreement. I consulted John Eastman and arranged for him to cable a reply to Peter Howard's letter. I am informed by John Eastman and believe that he subsequently conducted on my behalf further correspondence about the film rights. Despite his requests Klein and the other three have failed to render any details either financial or contractual concerning the film. Copies of that correspondence are now produced and shown to me bundled together and marked 'J.P.M. 6'. I am further informed by John Eastman

and believe that on 20th November 1970 William Bernstein who is General Counsel for United Artists refused by telephone John Eastman's request for information about the film on the ground that Klein had instructed him not to give me any information of any nature whatsoever because I am "in an adversary position".

20. There is now produced and shown to me tied together and marked 'J.P.M. 7' a press statement published on 10th April 1970 (consisting of questions compiled in the offices of Apple and answers given by me, as part of pre-release publicity for my record) and substantially accurate accounts given in the issues of the "Evening Standard" dated 21st April, 1970 and "Rolling Stone" dated 30th April, 1970 of interviews with me.

21. Between April and August 1970 there were no meetings and hardly any communications between the other three and myself. In August 1970 I wrote a letter to John suggesting that we should "let each other out of the trap". He replied with a photograph of himself and Yoko, with a balloon coming out of his mouth in which was written, "How and Why?" I replied by letter saying -

"How by signing a paper which says we hereby dissolve our partnership.
Why because there is no partnership".

John replied on a card which said, "Get well soon. Get the other signatures and I will think about it".

22. I am informed by John Eastman and believe that according to Capitol Records Inc. a cheque in the sum of $10,738,198.04 was issued in September 1970 by Capitol Records Inc. to its English parent company, EMI, for payment to Apple, and that after deduction

of mechanical royalties due to Northern Songs Limited the Beatles' share of this sum was $7,185,628.19. That sum represents the Beatles' royalties for sales of records in the United States only (which is normally about 60% of total world sales) for the period from 1st September 1969 to 30th June 1970.

23. I have recently received from Stephenson, Harwood and Tatham, solicitors for Northern Songs Limited, a letter dated 9th December 1970 which I have passed to my solicitors. The letter states that Maclen (Music) Limited have charged Northern Songs Limited with wrongful repudiation of the Agreement between them dated 11th February 1965 and that Maclen (Music) Limited have accepted the repudiation. Any such allegations of repudiation or acceptance of repudiation have been made without either my knowledge or my authority.

no one can ever get in touch with him.

24. No record has been made by the Beatles as a group for over 18 months. All of us have become increasingly pre-occupied with our own individual work, and we have each issued records of our own. The following albums have been released by individual Beatles :-

Two Virgins: John and Yoko	November 1, 1968
Wonderwall: George Harrison	November 29, 1968
Unfinished Music No. 2. Life with the Lions: John and Yoko	May 2, 1969
Electronic Sound: George Harrison	May 2, 1969
Wedding Album: John and Yoko	November 14, 1969
Live Peace in Toronto 1969: Plastic Ono Band	December 12, 1969
Sentimental Journey: Ringo Starr	April 3, 1970
McCartney: Paul McCartney	April 17, 1970
Beaucoups of Blues: Ringo Starr	September 1970
All Things Must Pass: George Harrison	December 1970
John Lennon: Plastic Ono Band	December 1970

The principal activities since 31st March 1969 of the individual Beatles are

summarised by pages 28 to 32 of the Beatles' current press book issued by Apple Press Office. Copies of those pages are now produced and shown to me marked 'J.P.M. 8'

25. I feel that all mutual confidence and interest has been lost, and that the group could not possibly be re-formed. I believe that John takes a similar attitude, especially since he has never revoked his withdrawal of September 1969. I particularly resented the threat to my artistic freedom constituted by the attempt by the other three to stop or at least delay release of my record. I am also advised by my lawyers and accountants and believe that the continuing failure of the defendants and Klein to furnish any accounts of the partnership is of the utmost gravity for my financial position and especially my tax liability. For the reasons which I have mentioned, the continuation of the partnership business has become impossible, and in default of any information about the very substantial sums of money which must have been received by the partnership by way of royalties from the sale of records I believe that its assets may be in jeopardy unless they are safeguarded by an independent person. I therefore ask the Court, pending a declaration that the partnership be dissolved, to order that partnership accounts be taken and to appoint a receiver in the interim.

We resented the high handed way in which his record 'suddenly' appeared, and demanding release dates with no consideration whatever for other Apple products

SWORN at)
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this day of 197)

Before me